

EXHIBIT A – EMAIL CHAIN

RE: CLAIM

From info@reversethecharge.com <info@reversethecharge.com>

To drsuss@automatic-mail-server.net <drsuss@automatic-mail-server.net>

Date 2023-11-16 11:07

Mike,

The deadlines were extended to attempt to resend unclaimed payments to the initial email address. Due to the timing required to update records and the fact that **We cannot attempt to email to an email address that has previously failed**, the deadline to request a payment email that originally did not deliver to resent has passed.

Sincerely,
Lithium Batteries Indirect Purchaser Settlement Administrator (JRP)
1-855-730-8645
info@reversethecharge.com

-----Original Message-----

From: Mike Sussman <drsuss@automatic-mail-server.net>
Sent: Wednesday, November 15, 2023 8:52 AM
To: info@reversethecharge.com
Subject: Re: CLAIM

Hello,

I never received my payment email before (as I wrote you about back on October 17th). Despite what you wrote in your previous two messages I read that the digital payment process was extended and that all claimants that had not received their digital payments would be sent a reminder email so that they could claim their payments.

Did I misunderstand? Because I didn't receive any reminder email or further follow up about the payment extension period.

Mike Sussman

On 2023-10-19 08:50, info@reversethecharge.com wrote:

> Mike,
>

> The Distribution Plan and Order Approving the Plan of Distribution > available on the Settlement homepage both include information on the > timing and expiration of initial payments. These can be found here:

> <https://www.dollarsfordiskdrives.com/>

>

> Sincerely,

> Lithium Batteries Indirect Purchaser Settlement Administrator (JRP) >
1-855-730-8645 > info@reversethecharge.com >

> -----Original Message----- > From: Mike Sussman <drsuss@automatic-mail-server.net>
> Sent: Wednesday, October 18, 2023 3:20 PM > To: info@reversethecharge.com >
Subject: Re: CLAIM > > CAUTION: This email originated from outside of Epiq. Do not
click > links or open attachments unless you recognize the sender and know the >
content is safe. Report phishing by using the "Phish Alert Report"
> button above.

>
>
> Why can't this payment be reissued? I have reviewed spam folders, > trash
folders, as well as my inbox and I definitely did NOT receive > any payment email
from you.

>
> If the assertion is that I am too late to request a reissued payment > then please
advise where the cut-off date was posted? I see nothing on > your website. What is
the procedure to appeal this determination?

>
> Mike Sussman

>
> On 2023-10-17 14:22, info@reversethecharge.com wrote:
> > We confirm that the payment email was sent to you but it was not > > claimed.
We are unfortunately no longer able to reissue this payment.

> >
> > Sincerely,
> > Lithium Batteries Indirect Purchaser Settlement Administrator (MJG) > >
1-855-730-8645 > info@reversethecharge.com > > > -----Original > Message----- >
From: drsuss@automatic-mail-server.net > <drsuss@automatic-mail-server.net>

> > Sent: Tuesday, October 17, 2023 12:41 PM > To:
> info@reversethecharge.com > Subject: CLAIM

> > Hi. My name is Mike Sussman and my claim has not paid yet. I'd > > appreciate
if you can send it to my email address > > mike@cpa-attorney.info.

> >
> > Thanks a lot. I will wait for your positive response.

> >
> > Best,
> > Mike

EXHIBIT B

DECLARATION OF MICHAEL SUSSMAN

I, Mike Sussman, declare and state under the penalty for perjury that the following is true and correct:

1. My name is Mike Sussman. I am a claimant in this action. I reside in Florida.
2. The email chain in Exhibit A above is true and correct.

No notice to the class of the pending motion

3. The claims website www.reversethecharge.com provides no notice to the class of the pending motion for secondary distribution or the fact that the disclosure identifying the number of claims paid was not provided. The claims administrator and the website provided no information on how to resolve problems with payment receipt.

The importance of the issue

4. My claim is very small, however, I am perplexed by the failure of the claims administrator and class counsel to be proactive in making sure a high majority of claimants receive their money. In other words, if someone took the time to visit the website and fill out the form, at least 90% of payments should reach those people.
5. In this case, the settlement itself may have been fair and reasonable, but the post-settlement administration has not been fair.
6. Not getting the payments in the hands of claimants constitutes a breach of fiduciary duty and is not fair.

7. This breach cannot be cured by giving the money to other people.

My background and knowledge

8. I have an extensive background as an internet technician, having provided technical support service and networking engineer services for multiple Internet Service Providers. I have provided these services non-stop since 1996 for Internet Gateway Connection, Wiznet, WWWI, DigimaxISP, and Host Matrix. My tasks included both dealing with customers who had problems with the websites or servers, helping resolve hardware and software issues, installation and maintenance of servers.
9. Through these functions, I have experience with mail hosts and spam problems. Specifically, most servers run email transfer agents such as Postfix and Qmail. Some servers have anti-spam software such as Spamassassin and a multitude of other protections.
10. In my case, because of inaccuracies with SPAM filtering, I specifically disabled all blocks and I look at emails manually and sift through them.
11. However, emails are transmitted through a series of servers and internet hosts and many of them block situations where a large number of emails are sent in a short period of time. These emails are usually returned to the sending with a notation that they sent too many messages and to try again later.

12. Only the claims administrator would know the true statistics of the claims that were “non-deliverable”. I do not believe that they analyzed them. They are incorrectly implying that the “non-deliverable” emails are caused by the claimant, such as an abandoned email address, but they are concealing the actual returned email messages that are necessary to perform an analysis.
13. I believe that the claims administrator had a fiduciary duty to send additional notifications if they received rejections from hosts advising them that the emails were rejected for too many emails in a given time, which is what I suspect happened.
14. An alternative reason why their emails may have been rejected, returned, or not delivered is based on past experience in these types of cases where the claims administrator used TLS 1.0 and TLS 1.0 which are protocols that are deprecated. TLS 1.2 is most common modern handshake standard between email servers. TLS 1.3 is only accepted by 59 percent of servers. Again, this is something that should be disclosed by the claims administrator and they should disclose if their email server had “handshake” problems when delivering emails to servers.
15. If the claims administrator does not know the specific reason why each email did not reach its destination, and cannot categorize them (e.g., 1000 emails had no rejection but the claimant did not accept the money, 1500 emails were rejected for high risk of SPAM, 2000 emails were rejected because of too many messages in a short time, 500 emails

were rejected for a bad email address, 500 emails were rejected because of a TLS handshake problem, etc.), then the claims administrator simply did not care to do the necessary work to assure delivery to the claimant.

16. The claims administrator would also know if there were a large number of “webmail” rejections such as rejections by Gmail, Microsoft, or Yahoo servers. These rejections would have put the claims administrator on notice that their methods of emailing claimants did not pass standards by these large mail services.
17. I recognize that no matter what the claims administrator does, 100% of emails would not be reached by the end user due to different standards; however, 95% of the emails should have reached their destination excluding rejections for an individual’s email being full or not being existent. In other words, 95% of emails should have reached their destination unless there was a fault of the claimant’s email provider or the claimant (such as a typo).
18. However, the claims administrator cannot simply say “We sent 10,000 emails, 3,500 claimants claimed their award.” This would be too vague to analyze the problem.

My claim and correspondence

19. In my case, I did not receive any notification that a payment was coming or that it needed to be claimed.
20. In reviewing the website, it appeared that payments had been made.

21. I then emailed the claims administrator on October 17, 2023, suggesting my payment be sent to another email in case something prevented the first payment. I provided a secondary email.
22. On the same date, I received an email from the claims administrator stating, "We confirm that the payment email was sent to you but it was not claimed. We are unfortunately no longer able to reissue this payment. Sincerely, Lithium Batteries Indirect Purchaser Settlement Administrator (MJG) 1-855-730-8645"
23. This email arrived without any problem, but no payment emails were received which is particularly suspect.
24. I then wrote to the claims administrator and stated, "Why can't this payment be reissued? I have reviewed spam folders, trash folders, as well as my inbox and I definitely did NOT receive any payment email from you. If the assertion is that I am too late to request a reissued payment then please advise where the cut-off date was posted? I see nothing on your website. What is the procedure to appeal this determination?"
25. On October 18, 2023, I received an email stating, "Thank you for your email. Our team is in receipt of your inquiry and we will provide a response as soon as we are able. Sincerely, Lithium Batteries Indirect Purchaser Settlement Administrator (MJG)."
26. On October 19, 2023, I received an email stating, "Mike, The Distribution Plan and Order Approving the Plan of Distribution available on the Settlement homepage both include information on the timing and

expiration of initial payments. These can be found

here: <https://www.dollarsfordiskdrives.com/> Sincerely, Lithium Batteries

Indirect Purchaser Settlement Administrator (JRP) 1-855-730-8645 .”

27. I assume that they meant www.reversethecharge.com .

28. I then visited www.reversethecharge.com, but I see nothing that informs a person what to do if they did not receive their payment.

29. On the contrary, the website looks like this:



30. As can be seen, it does not mention dates, how to reach the claims administrator, or what to do if the money did not arrive.

31. If a person clicks on the “Order approving indirect Purchaser Plaintiffs Plan and Schedule of Distribution,” the class member is linked to Docket Entry 2767.

32. This is the Court’s Order approving the distribution process.

33. This Order is mostly in legalese and is not easy for a lay person to understand.
34. I read the order at page 6 to state that payments will expire, but only after three notifications are RECEIVED by the claimant. The specific language is, "All digital payments issued in Phase I will expire over this period (each digital payment expires 28 days after being issued; the vast majority of payments taken will occur in a ~72-hour window from notification). While a payment is active—but has not yet been taken—**payees will receive three emails to remind them they have funds waiting.**"
35. I did NOT receive three emails reminding me that I had funds waiting.
36. I received no email that I had funds waiting.
37. I received multiple personal communications from info@reversethecharge.com on October 17 through October 19 without a problem.
38. Obviously, my email works as I received these messages.
39. The claims administrator has not provided me with a specific reason I did not receive the payment. I anticipate they will conceal the full statistical data from this Court as to similar situations.
40. After Class Counsel promised to "reactivate" and send "Last Chance" messages to the 20,399 claimants (like me) but not the 99,351 "undeliverable" emails that were probably due to high spam numbers not closed email accounts, I contacted the claims administrator again.

41. The claims administrator stated they could not reissue the payments to the emails already used and said it was too late.
42. Bizarrely, this explanation was done mid-November 2023, just two weeks after this Court cited and credited Class Counsel's promise to reactivate and send a "Last Chance" email to all 20,399 people including me.
43. I never received a "Last Chance" email and, as stated by the claims administrator, it appears they have not figured out how to send such an email.

Conclusion

44. In other words, the claims administrator knows, but chooses not to look up, whether the email was sent and delivered, whether there was no "handshake" between their mail server and the recipient's mail server, whether the email servers rejected the message because of a TLS protocol error, whether an email was bounced back by an upstream server for too many messages in a given time, whether their payment provider chose not to send the email for some internal reason, whether they received a "bounce" due to high SPAM from their servers, or whether the recipient simply changed their email address.¹
45. They have this information. It needs to be disclosed.

Dated this 7th day of January, 2024.

¹ I note that there's no instructions for a claimant to advise the claims administrator of a new email address in the event of a change. Because years passed since the claims, it would have been, at a minimum, prudent to have had a change of email address form on the web page.



M. Sussman
1730 S. Federal Hwy #151
Delray Beach FL 33483
drsuss@automatic-mail-server.net

CLAIMANT

EXHIBIT C – SOME COMPLAINTS FROM BBB.ORG RE
PATHWARD/BLACKHAWK (THE DIGITALPAY CARDS ARE THE
RESPONSIBILITY OF PATHWARD BUT ADMINSTRATED BY BLACKHAWK)

Blackhawk Network issued me a Mastercard debit card instead of providing payment of \$6,756.06. I contacted their support and was told this is not possible. I would like the money I'm owed transferred to my bank account.



Business response

12/13/2023

December 13, 2023

Better Business Bureau
Complaint Case: *****

RE: Complaint #***** , *****

Dear *****,

On December 13, 2023, Blackhawk Networks (Blackhawk) received a complaint from ***** regarding a gift card that was provided as part of a settlement instead of a physical check.

The program provider for this settlement disbursement selected this option for distribution; Blackhawk is simply a provider of the gift cards associated with the disbursement structure as well as a program manager for said program. Our records show that the original, virtual gift card has been converted into a physical card at ***** request; this card may be used at any physical or online merchant that accepts MasterCard gift cards as a method of payment. Should ***** encounter any roadblocks with redemption or have any questions, we invite him to contact our ***** team via the phone number listed on the website used to activate the original virtual gift card. We sincerely apologize for any inconvenience ***** may have experienced.

With this, we consider the matter resolved. Please, do not hesitate to reach out to us with any further questions.

Best Regards,

Regulatory Complaint Team
Blackhawk Network
****, ** 89521
www.BlackhawkNetwork.com

Customer response

12/14/2023

Complaint: 20998460

I am rejecting this response because: The response is disingenuous, they have my money and are limiting me access to it. I have requested for my funds to be transferred via their website and over the phone with their customer support representative. The limitations they say I agreed to are not in my best interest and that alone should make their claim suspect. I am limited in the amount I can withdraw and more importantly on what I can use my money to purchase (e.g. my bills, credit card, etc.). Why would anyone wantonly agree to placing such limitations on their own funds?

Sincerely,



Business response

12/18/2023

Better Business Bureau
Complaint Case: *****

RE: Complaint #***** , *****

Dear *****,

On December 18, 2023, Blackhawk Networks (Blackhawk) received a rebuttal to our response concerning a complaint from ***** regarding a gift card that was provided as part of a settlement instead of a physical check. Blackhawk is the program manager for these gift cards on behalf of the issuing bank, Pathward/MetaBank.

Activation of the gift card constitutes acceptance of the Terms and Conditions associated with said gift card, including restrictions and limitations set by the program provider. Blackhawk does not have any say in any restrictions, limitations, or other conditions surrounding the gift card in question, nor are we in any position to put forth any suppositions as to why these restrictions regarding withdrawal limitations or usage restrictions are placed by the program provider. We sincerely apologize for any inconvenience ***** may have experienced.

With this, we consider the matter resolved. Please, do not hesitate to reach out to ** with any further questions.

Best Regards,

Regulatory Complaint Team
Blackhawk Network
****, ** 89521
www.BlackhawkNetwork.com

Customer response

12/18/2023

Complaint: 20998460

I am rejecting this response because: There has been premeditated obfuscation by Blackhawk to put users in a situation that is designed to hide options so that we are unaware of how to access our money. Really this is very simple, they have my money and I want it. It reasonable to assume that people would rather have their money than a card that imposes limitations on their access

and spend their money. For Blackhawk to suggest otherwise defies common sense.

Sincerely,

Initial Complaint

12/12/2023

Complaint Type:

Problems with Product/Service

Status:

Answered

My prepaid center is the company issuing a rebate card for a set of ***** tires that I purchased. The tires cost \$1268 and in return I was supposed to receive a rebate card worth \$100. I received a card which was then declined at every store I tried to use it at. ***** did their part and processed my rebate then directed me to ***** When I contacted ***** they issued me a new card that had a balance of \$0 and did not have a card number. When I contacted them once again, they sent me multiple links for cards that all said "Error, unable to retrieve card" whenever I tried to open them.

Initial Complaint

12/10/2023

Complaint Type:

Problems with Product/Service

Status:

Answered

This business designs their credit cards to be unusable, and by setting a short expiration date, they then get to keep all the money on the pre-paid cards. While maybe not *technically* a scam, their goal is clearly to scam consumers

out of as much of the money on their pre-paid cards as possible. The cards do not get accepted anywhere, even at businesses that they list on their website is being partners.

Initial Complaint

12/05/2023

Complaint Type:

Problems with Product/Service

Status:

Resolved

I am trying to redeem a gift card, however I am having issues getting a response from vendor on resolution. Date of Transaction: 11/15/2023 Amount of Money \$100.00 The business committed to provide me a prepaid Mastercard. The case number is CS11563458. I was told by ***** Experience Specialist II. that it would be resolved. It has been 20 days and I have not received a working redemption code for my gift card.

Initial Complaint

11/27/2023

Complaint Type:

Problems with Product/Service

Status:

Answered

I received a tiktok class action settlement of ***** from ***** I choose to receive it in a MasterCard gift card that was supposed to be able to be used anywhere MasterCard was accepted, but the only place I was able to use it was Albertsons. I tried to use it at 7eleven, cvs pharmacy, ***** I tried to pay my ***** bill with it, tried to pay a PayPal

invoice but it just kept getting declined. When I tried to call the customer service number provided, just got directed to the robot who just kept asking the same question. To say none the less I am very disappointed. Now I'm waiting for money to be refunded to the gift card and that's taking extremely long.



Business response

12/08/2023

December 8, 2023

Better Business Bureau

Complaint Case: *****

RE: Complaint #*****, *****

Dear *****,

On November 27, 2023, Blackhawk Networks (Blackhawk) received a complaint from Devine Ducksworth regarding roadblocks with redeeming a Virtual MasterCard Disbursement card ending in ****.

Our records show that the current balance of the gift card is \$6.17, with transactions being processed as recently as December 1, 2023. Our gift cards are not able to be used with bill payment apps such as CashApp, nor can they be used for an amount greater than what is available on the card at the time of attempted purchase. Should Mx.***** continue to encounter roadblocks with redeeming the gift card, we invite them to contact our ***** team directly so an agent *** provide any insight that *** be available. We sincerely apologize for any inconvenience Mx. ***** *** have experienced.

With this, we consider the matter resolved. Please, do not hesitate to reach out to ** with any further questions.

Best Regards,

Regulatory Complaint Team

Blackhawk Network

****, ** 89521

www.BlackhawkNetwork.com

Customer response

12/08/2023

Complaint: 20919477

I am rejecting this response because: I was under the impression I would be able to use the gift card anywhere MasterCard was accepted but that was a complete lie. I was able to use it at one store which was Albertsons which limited what I can use the money towards. I tried to make a purchase on ***** at CVS, 7-11, Walmart, I tried to purchase a bus pass and purchase something by paying a PayPal invoice which I was unable to do so. I am very disappointed and unhappy about this situation all together. I would love to receive the gift card amount on a gift card that doesn't limit where I can use it at..especially when it says noting of the sort upon selection.

Sincerely,

Devine Ducksworth

Initial Complaint

11/16/2023

Complaint Type:

Problems with Product/Service

Status:

Answered

I was issued the Virtual Prepaid card on Fri, Jun 9 2023 , 3:48?PM (based on the email) as the ***** Breach Settlement Disbursement with the amount \$61.08. Then the virtual card was randomly replaced around Aug 19, 6:07?PM. I have not had any single transaction on the virtual card ending ****. (Full

virtual card number is: ***** for record purposes) Today, November 16, 2023, I went ahead and tried to signup for the ***** mobile and was refused due to the decline card. So I went to the MyPrepaid site and to check the balance and saw that the remaining balance is \$0.01 and had following as the transactions which I never made and definitely looks fraudulent. Jul 30 2023 mycomfortlife.com ** GBRPosted -\$61.07 USD I received physical letter from Blackhawk Network Holdings, Inc. couple months ago that the virtual gift card was breached and and there were no further actions stated on the mail. Please refund \$61.07 that was made fraudulent and i do not recognize the above transaction.

Initial Complaint

11/14/2023

Complaint Type:

Problems with Product/Service

Status:

Answered

On 11/11/2023 I received an email for a "prepaid master card" as part of a litigation class action settlement. Despite multiple efforts, the company fails to validate the card so i can use it. If this isn't resolved here, I will have to contact the court for the ***** Class Action Litigation to get my money.

Initial Complaint

10/03/2023

Complaint Type:

Problems with Product/Service

Status:

Answered

Blackhawk Network had a data breach and deactivated the gift cards in my account then issued new gifts cards. Once the new gift cards were issued all of the balanced were reduced to zero. I contacted them to get this issue resolved however they would not reinstate the balances. The data breach they incurred should not have had a negative affect on their customers.

Initial Complaint

06/26/2023

Complaint Type:

Problems with Product/Service

Thru the federal court was issued one of these cards for a class action lawsuit The card is invalid. Cannot use it at all. They have no cust svce as i cant call anyone

Initial Complaint

10/09/2023

Complaint Type:

Problems with Product/Service

I was issued a gift card by ***** airlines due to a delayed flight at the end of December 2022. I read the terms and conditions on it and it said it was good thru September, meaning I could use it through the end of September, which didn't even ***** one year. I used it successfully on September 29th to make a small purchase and still had \$185 remaining but I decided to wait until the next day because there was a sale starting on the items I put in my Amazon cart for that day. I tried to use the remaining balance on September 30th (card should still be valid) but it kept denying my request to use it and saying it had "expired" even though according to their T&C it was still valid until the end

of September 30th EST time, which I'm on. I tried calling customer service and the woman on the phone said "no problem, you will be issued a card with a new expiration date with the remaining balance within the next couple of days via email". Elated by the quick resolution, I waited patiently and refreshed my inbox for days...nothing would come. I called back today and they said there's nothing they could do about it and can't reissue the funds. I'm just looking to get the funds back since they expired before the listed date.

The business continues to reply with canned responses which don't address my complaint.

My rebuttal is as follows:

1) The business states "Our records can confirm that the gift card is indeed active with a full balance of \$15".

As I have already explained multiple times, the activation code didn't work and I did not receive the gift card number. No cards show on myprepaidcenter profile (see attachment). Therefore, I'm unable to access and use the card - it doesn't matter that the full balance is \$15 if I'm unable to use it.

2) The business claims "Should Mx. ***** encounter any roadblocks with redeeming the card, we invite them to contact our ***** team by phone at ***** so a member of our team may assist."

As explained in my original complaint, I have already called ***** TWICE before even contacting the BBB, with the results described in my original complaint (i.e. false promises that I would receive another activation code or that the card would appear on my profile - neither happened). It is extremely unlikely that further phone calls would lead to different results.

Initial Complaint

09/18/2023

Complaint Type:

Billing/Collection Issues

Status:

Answered

BlackHawk Network Holdings, a scummy and lowly organization, have charged me exorbitant dormancy fees for a prepaid gift card. They have a predatory fee structure in which their MONTHLY fees can be greater than 25% of the capital on the card. These "dormancy fees" started only several months after getting the card, in December of 2022, with the fees eroding the card near completely within 5-6 months. Federal regulations permit dormancy fees only if the card has gone unused for at least 12 months. According to FTC guidelines cited on the **** website, this violates FTC laws. The law places limitations on fees, the card cannot charge a dormancy or inactivity fee on a card unless there has been no activity for one year and the card clearly states its policy toward that fee. The fine print also states the following: "Specifically, issuers cannot impose a penalty until the card or certificate has been inactive for at least one year." In addition, the ***** says, to quote: "the card or certificate must 'clearly and conspicuously' state that it has a dormancy fee, how much that fee is, and how often it may be imposed." Their fees were not clearly and conspicuously stated anywhere on the e-mail I received to activate the card and I will attach a screenshot of that email. The definition of conspicuously is the following: "in a way that attracts notice and attention". This means it cannot be buried in some jargon somewhere - it needs to be clearly and boldly displayed and showed to the customer, which they have not done, thus violating CFPB protocol. The company is led by their lowly CEO ***** and I see they are nearing **** complaints in the last 3 years alone on BBB, truly appalling numbers, from countless others who they have treated improperly. This company has the most complaints I have seen on the BBB, it is shocking they are allowed to operate in this country.

EXHIBIT D – PATHWARD AGREEMENT

E-Sign Disclosure

This E-Sign Disclosure and Consent ("Disclosure"), applies to all Communications for any Account offered through www.myprepaidcenter.com that is not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "**we**," "**us**," and "**our**" refer to Pathward®, National Association, Member FDIC, with whom you have your Account, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "**Account**" means the account you have with us. "**Communication**" means any customer agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

- 1. Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - All legal and regulatory disclosures and communications associated with the product or service available through www.myprepaidcenter.com for your Account
 - Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims
 - Privacy policies and notices
- 2. Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) to the extent permissible by law, by access to a web site that we generally designate in advance for such purpose.
- 3. How to Withdraw Consent.** You may withdraw your consent to receive Communications electronically by contacting Customer Service at 888-371-2109 or writing to us at P.O. Box 9018; Coppell, TX 75019. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications; however your access and use of www.myprepaidcenter.com may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent and we have your name and address, we will mail paper versions of all Communications to you at no additional cost. If you have withdrawn your consent and wish to receive electronic Communications again in the future, you may do so by contacting Customer Service at 888-371-2109 or writing to us at P.O. Box 9018; Coppell, TX 75019.
- 4. How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through www.myprepaidcenter.com or by contacting us at 888-371-2109.
- 5. Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:
 - an Internet browser that supports 128 bit encryption;
 - sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
 - an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
 - a personal computer (for PC's: Pentium 120 MHz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor: 120-MHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.
- 6. Requesting Paper Copies.** We will not send you a paper copy of any communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact Customer Service at 888-371-2109 or write to us at P.O. Box 9018; Coppell, TX 75019. We may charge you a reasonable service charge for the delivery of paper copies (see disclosed Fee Schedule) of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
- 7. Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other

Communication that is important to you.

- 8. Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
- 9. Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.
- 10. Consent.** By purchasing or using a card or Account from this site, you hereby give your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

List of all fees ("Long Form") for Disbursements Prepaid Mastercard Virtual Card

All fees	Amount	Details
Get Started		
Account Purchase	\$0	
Spend money		
POS Transactions With PIN	\$0	Per purchase
POS Transactions Without PIN	\$0	Per purchase. POS transactions without PIN include both signature-based transactions and all PIN-less transactions without a signature
Get cash		
ATM withdrawal fee	N/A	Your account cannot be used at ATMs
Information		
Customer service (automated or live agent)	\$0	
ATM balance inquiry – US/Domestic	N/A	Your account cannot be used at ATMs
Using your Account outside the U.S.		
Foreign Transaction fee	2%	Of the U.S. dollar amount of each transaction.
ATM withdrawal fee (International)	N/A	Your account cannot be used at ATMs
ATM balance inquiry	N/A	Your account cannot be used at ATMs.
Other		
Inactivity Fee	\$5.95	You will be charged \$5.95 each month after you have not completed a transaction using your card for 6 months.
Convert to Plastic Fee	\$3.00	Applies if you request that we convert your Virtual Card to a plastic card. This feature is not available for all Accounts
Card Replacement Fee	\$6.95	Applies only if you have converted your Virtual Card to a plastic card and later ask for a replacement card.
Expedited Delivery Fee	\$20.00	Applies only if you have converted your Virtual Card to a plastic card

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC"). Your funds will be held at Pathward, N.A. or placed by Pathward as custodian at one or more participating FDIC-insured banks (each a "Program Bank"). In the event the FDIC were to be appointed as a receiver for Pathward or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>. For more information, see also <https://www.fdic.gov/deposit/deposits/prepaid.html>.

No overdraft/credit feature.

Contact Customer Service by calling 888-371-2109, by mail at P.O. Box 9018; Coppell, TX 75019, or visit www.myprepaidcenter.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Disbursements Prepaid Mastercard Virtual Card Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: P.O. Box 9018; Coppell, TX 75019

Website: www.MyPrepaidCenter.com

Phone Number: 888-371-2109 (toll free in USA); or 339-234-6415 (outside USA)

IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE VIRTUAL CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE.
- (3) BY ACCEPTING OR USING THIS VIRTUAL CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
- (4) THIS CARD IS BEING PROVIDED AS THE SOLE METHOD TO RECEIVE YOUR FUNDS DISBURSEMENT. CONSULT THE CORPORATE SPONSOR IF YOU HAVE ANY QUESTIONS REGARDING DISBURSEMENT, AS YOU MAY NOT HAVE RECOURSE IF YOU DISPOSE OF OR CHOOSE NOT TO USE THIS CARD.
- (5) BY USING THIS VIRTUAL CARD, YOU ARE ALSO AGREEING TO PATHWARD®, NATIONAL ASSOCIATION'S PRIVACY POLICY (ATTACHED). PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE.

This Cardholder Agreement ("**Agreement**") sets forth the terms and conditions under which the Disbursements Prepaid Mastercard Virtual Card ("**Virtual Card**") has been issued to you by Pathward, National Association. "**You**" and "**your**" means the person or persons who have received and are authorized to use the Virtual Card as provided for in this Agreement. "**We**," "**us**," and "**our**" mean collectively, Pathward, National Association, a federally chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "**Program Manager**" refers to Blackhawk Network, Inc., who performs certain services related to your Virtual Card on Pathward, National Association's behalf. "**Corporate Sponsor**" means the company who has directly or indirectly established this Virtual Card for the purpose of disbursing funds to you. The Virtual Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "**Long Form**," is attached to and considered part of this Agreement.

1. ABOUT YOUR VIRTUAL CARD

Your Virtual Card is a virtual prepaid card, which allows you to access funds loaded to your Virtual Card by the Corporate Sponsor. Your Account consists of an Account number, a "Valid Thru" date, and a security code, just like those on a plastic card. The Virtual Card is a prepaid Card loaded by the Corporate Sponsor, redeemable to buy goods and services at participating merchants, which can be found at www.MyPrepaidCenter.com or call the Customer Service Number. You should treat your Virtual Card with the same care as you would treat cash. Your Virtual Card account is intended for personal, family, or household use and not intended for business purposes. Your Virtual Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. Your Virtual Card is not a gift card, nor is it intended to be used for gifting purposes. Your Virtual Card is not a credit card. You will not receive any interest on the funds in your Virtual Card account. We may close your Virtual Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Virtual Card and return funds to you in accordance with this Agreement.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a "**Program Bank**"). Visit www.pathwardprogrambanks.com to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately transfer or spend *all* the funds on your Card. For more information on FDIC deposit insurance limits and related conditions, please refer to the Long Form section at the beginning of this Agreement.

2. ACTIVATING YOUR VIRTUAL CARD

You must activate and register your Virtual Card prior to use by visiting the Website at www.myprepaidcenter.com.

3. BUSINESS DAYS

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

4. USING YOUR VIRTUAL CARD

a. Accessing Funds

You have arranged to have funds transferred directly to your Virtual Card from the Corporate Sponsor through Automated Clearing House ("ACH") loads. This is the only load method for your Virtual Card. Each time you use your Virtual Card, you authorize us to reduce the value available on your Virtual Card by the amount of the transaction and applicable fees. You may use your Virtual Card to purchase or lease goods or services wherever your Account is honored as long as you do not exceed the value available on your Virtual Card. Generally, your Virtual Card will allow you to purchase goods or services at online, telephone, or mail order merchants wherever Mastercard debit cards are honored. You are the only authorized user of the Virtual Card. If you permit someone else to use the Virtual Card, we will treat this as if you have authorized such use, and you will be responsible for any transactions made subject to such use.

You CANNOT use your Virtual Card to: (i) exchange your Virtual Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); or (iv) make business-related transactions. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR VIRTUAL CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Virtual Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Virtual Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another card or account you have with us to offset a negative balance on this Virtual Card.

Split Transactions: If you do not have enough funds available in your Virtual Card account, you may be able to instruct the merchant to charge a part of the purchase to the Virtual Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow accountholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash. Please note that many online merchants do not support split transactions.

b. Limits

Load, Withdrawal and Spend Limits*	
Load Limitations	Limit
Maximum Virtual Card Balance at any time	\$10,000
Total number of times the Corporate Sponsor can reload your Virtual Card	If the word "NON-RELOADABLE" is printed on the e-mail you received with your Virtual Card information, the Corporate Sponsor cannot reload your Virtual Card. Otherwise, there are no limits to the number of times the Corporate Sponsor can reload your Virtual Card, but your balance cannot exceed the Maximum Account Balance
Maximum amount of Corporate Sponsor loads	\$10,000
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	There are no specific dollar limitations for POS transactions; however, we may decline any transaction if we reasonably suspect illegal or unauthorized use of your Virtual Card.
*Third parties may impose additional limitations.	

c. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Virtual Card was issued ("**Foreign Transaction**"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Virtual Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars equal to 2% on the total amount of the transaction. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

5. CONFIDENTIALITY

We may disclose information to third parties about your Virtual Card account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Virtual Card account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

6. DOCUMENTATION

a. Receipts

You may be able to get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

b. Account History and Balance

You may obtain information about your Virtual Card balance by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at the Website mentioned above.

You also have the right to obtain at least 24 months of written history of account transactions by calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

7. TRANSACTIONS AND PREAUTHORIZED TRANSFERS

a. Right to stop payment and procedure for doing so

You are not permitted to use your Virtual Card to make recurring payments (such as such as recurring bill payments, subscriptions, memberships, rentals, etc.), and we will decline these payments if you attempt to make them.

b. Our liability for failure to complete transactions

If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you.

c. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Virtual Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

8. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

If you wish to make PIN debit purchases, you may obtain a PIN by visiting the Website or calling the Customer Service Number. **Virtual Cards are not accepted at ATMs and cannot be used to obtain cash in any purchase transaction.** You should not write or keep your PIN with your Virtual Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should contact Customer Service immediately.

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Virtual Card the return and refund will be handled by the merchant. If the merchant credits your Virtual Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Virtual Card.

c. Virtual Card Replacement and Expiration

If you need to replace your Virtual Card for any reason, please contact Customer Service to request a new Virtual Card, but note that we will charge a Card Replacement Fee. See Long Form for applicable fees. Please note that your Virtual Card has a "Valid Thru" date. You may not use the Virtual Card after the "Valid Thru" date. However, even if the "Valid Thru" date has passed, the available funds on your Virtual Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

d. Converting Your Account to a Plastic Card

You may be able to convert your Virtual Card into a plastic card. This feature is not available for all accounts. To find out if a plastic card is available and to request a plastic card, call Customer Service. A fee applies for converting your Virtual Card into a plastic card as shown in the Long Form.

e. Authorized Users

If you allow another person to use the Virtual Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

f. Communications

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

9. UNAUTHORIZED TRANSACTIONS

a. Your Liability for Unauthorized Transactions

If you believe your plastic card (if you requested a plastic card) has been lost or stolen or, your Virtual Card has been compromised, or an unauthorized transaction has been made using the information from your plastic card or Virtual Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the plastic card or Virtual Card number and other identifying details. **We may not be able to assist you if you do not have the Virtual Card or plastic card number, as applicable.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. If a plastic card was requested and subsequently lost, we will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the plastic card, or Virtual Card, as applicable. A reissued plastic card may take up to 30 days to process.

b. Your registered Virtual Card may have some additional protections against unauthorized use:

Under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on your Mastercard-branded Virtual Card is \$0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercised reasonable care in safeguarding your Account from loss, theft, or unauthorized use. This policy limiting your liability does not apply to debit transactions not processed by Mastercard, certain commercial transactions, or unregistered cards.

10. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Account Closure

You may close your Virtual Card at any time by contacting Customer Service. Your request for Virtual Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Virtual Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Virtual Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. Assignability

You may not assign or transfer your Virtual Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Virtual Card account. If we assign our rights, you will get a notification from us.

d. Legal Process

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Virtual Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Virtual Card

account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Virtual Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Virtual Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately.

e. Other Terms

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Virtual Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

11. PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about the Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of the Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (6) comply with government agency or court orders, or other legal reporting requirements.

12. JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

13. ARBITRATION CLAUSE

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our **"Notice Address"** is: Pathward, Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you establish the Virtual Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Virtual Card number. State that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries, affiliates, and their successors and permitted assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Virtual Card or this Agreement or the relationships between you and us and/or "Related Parties" resulting therefrom, including but not limited to, initial claims, counterclaims, crossclaims, third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages, and/or injunctive, declaratory, or other equitable relief. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 120 Broadway, 21th Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed or appealed to a different court, a party may elect arbitration. <p>Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>
Are you and we giving up any rights?	Yes	For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Join a Dispute that you, we, or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.
Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. You may not pursue any type of collective action or class action against us in arbitration.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Virtual Card involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.
Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement, or (3) a party files for bankruptcy (if bankruptcy law permits).

Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Virtual Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.

Arbitration Fees and Awards.		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.